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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
10/776,587	02/11/2004	Graham R.F. Napier	TRDB 1006-1	7273

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EXAMINER

GARG, YOGESH C

ART UNIT	PAPER NUMBER
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3625

SHORTENED STATUTORY PERIOD OF RESPONSE	MAIL DATE	DELIVERY MODE
3 MONTHS	03/29/2007	PAPER

Please find below and/or attached an Office communication concerning this application or proceeding.

If NO period for reply is specified above, the maximum statutory period will apply and will expire 6 MONTHS from the mailing date of this communication.

Office Action Summary

Application No.

10/776,587

Applicant(s)

NAPIER ET AL.

Examiner

Yogesh C. Garg

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-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --
Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☒ Responsive to communication(s) filed on 17 January 2007.
2a) ☒ This action is **FINAL**. 2b) ☐ This action is non-final.
3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) ☒ Claim(s) 1-28 is/are pending in the application.
4a) Of the above claim(s) _____ is/are withdrawn from consideration.
5) ☐ Claim(s) _____ is/are allowed.
6) ☒ Claim(s) 1-28 is/are rejected.
7) ☐ Claim(s) _____ is/are objected to.
8) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

- 9) ☐ The specification is objected to by the Examiner.
10) ☐ The drawing(s) filed on _____ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
a) ☐ All b) ☐ Some * c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
2. ☐ Certified copies of the priority documents have been received in Application No. _____.
3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

- 1) ☒ Notice of References Cited (PTO-892)
2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)
3) ☒ Information Disclosure Statement(s) (PTO/SB/08)
Paper No(s)/Mail Date 11/6/06 & 11/14/06.

- 4) ☐ Interview Summary (PTO-413)
Paper No(s)/Mail Date. _____.
5) ☐ Notice of Informal Patent Application
6) ☐ Other: _____.

DETAILED ACTION

Response to Amendment

1. Applicant's amendment received on 1/17/2007 is acknowledged and entered. None of the claims is amended. New claims 25-28 are currently added. Claims 1-28 are pending for examination.

Response to Arguments

2. Applicant's arguments filed on 1/17/2007 have been fully considered but they are not persuasive.

2.1. The applicant's argument that since co-pending application 10/228158 has not been allowed he declines to address the provisional rejection under double patenting is not persuasive (see Remarks, pages 10-12) because the non statutory double patenting rejection is based on a judicially created doctrine grounded in public policy (a policy reflected in the statute) so as to prevent the unjustified or improper timewise extension of the "right to exclude" granted by a patent and to prevent possible harassment by multiple assignees. A nonstatutory obviousness-type double patenting rejection is appropriate where the conflicting claims are not identical, but at least one examined application claim is not patentably distinct from the reference claim(s) because the examined application claim is either anticipated by, or would have been obvious over, the reference claim(s). See, e.g., *In re Berg*, 140 F.3d 1428, 46 USPQ2d 1226 (Fed. Cir. 1998); *In re Goodman*, 11 F.3d 1046, 29 USPQ2d 2010 (Fed. Cir. 1993); *In re Longi*, 759 F.2d 887, 225 USPQ 645 (Fed. Cir. 1985); *In re Van Ornum*, 686 F.2d 937, 214 USPQ 761 (CCPA 1982); *In re Vogel*, 422 F.2d 438, 164 USPQ 619

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(CCPA 1970); and *In re Thorington*, 418 F.2d 528, 163 USPQ 644 (CCPA 1969). Since the applicant has neither provided arguments against the double patenting rejection as why the conflicting claims are not patentably distinct from each other (applicant's enclosure, the illustrated case, " Engineered Prods' does not argue as why the conflicting claims are not patentably distinct from each other in the instant case) submitted a timely filed terminal disclaimer in compliance with 37 CFR 1.321(c) or 1.321(d) the rejection is maintained.

2.2. The applicant argues that the cited prior art of Alie does not anticipate/teach the limitations of independent claims 1, 8, 14, 17 and 24 (see Remarks, page 14 lines 1-11) because Alie uses an escrow agent and as such there is no provision for an importer's approval to pay. The examiner respectfully disagrees because Alie does disclose a provision for an importer's approval to pay (see paragraphs 0042-0044. Paragraph 0042 teaches sending a notification about shipment information to the purchaser (importer in global transactions) and paragraph 0043 discloses that on receiving the shipment information the purchaser (importer) provides the payment instructions to the banking system which is made up of the purchaser's bank "27" and I-COD Bank "26":

"[0042] Upon entry of shipment information by the seller 16, shipment notification is sent 104 by the shipment order system 38 to the I-COD web site (information system) 13. In response to receipt of the shipment notification, the I-COD web site 13 transmits 105A a request to the import brokerage 23 to hold the package for delivery. Shipment notification is also sent 104 by the shipment order web site 38 or the information system 13 to the purchaser 17.

[0043] *The shipment notification sent to the purchaser includes a description of the goods and payment instructions. Preferably, the payment instructions include a number of the account 26 at the I-COD bank, or payment system 12. The purchaser 17 then provides 106 the payment instructions to the purchaser's bank, or funds account 27. The payment instructions authorize payment and allow the purchaser's bank 27 to electronically transmit 107 and deposit the payment in the I-COD bank account 26. The I-COD bank 12 notifies 108 the I-COD web site 13 of receipt of the payment.* “.

In response to applicant's argument that Alie uses an escrow agent, the fact that applicant has recognized another advantage which would flow naturally from following the suggestion of the prior art cannot be the basis for patentability when the differences would otherwise be obvious. See *Ex parte Obiaya*, 227 USPQ 58, 60 (Bd. Pat. App. & Inter. 1985).

2.3. The applicant argues, concerning claims 2, 9 and 18 that Alie does not teach the limitation , “ authorizing participants to view image of documents”. The examiner respectfully disagrees. Paragraphs 0025 and 0026 disclose providing shipping documents to the participants such as import brokerage and purchaser and which implies that the import brokerage and the purchaser are authorized to view and review the shipping documents both manually or via Internet (see paragraphs 0035, “ Such an alternative action can include, but is not limited to, **logging onto the Internet site of the information system 13 wherein the Internet site include a web page requesting that the package be held pending receipt of payment. The web page can also include shipping information, such as export and import information allowing export and import clearance of the package.** “, and 0038, “Submission of the flag is preferably accompanied by an electronic notification sent to the purchaser 17

by the shipment order system 38 or the information system 13. The electronic notification contains information such as identification of the shipment as I-COD, a brief description of the goods, the value of the goods in the package, a message stating that payment must be made before final delivery is made, and may contain a hyperlink to the I-COD web site 13 for additional information and a password to log on to the web site.”,) wherein the participants are authorized to log on to the web site by using a password to view the shipping information.

2.4. The applicant argues, concerning claims 3,10 and 19 that Alie does not teach the limitation , “ sending draft conditions and instructions for payment to the exporter”. The examiner respectfully disagrees. The claim’s language is directed to sending conditions and instructions with the intended use for enabling payment to the exporter and Alie does teach this limitation (0041-0043 wherein in paragraph 0041 the purchaser by logging on to a seller’s web site agrees to certain terms and conditions for relating to shipment and payment terms and this agreement implies sending draft conditions for the transaction and then on receipt of shipment notification the purchaser sends instruction for payment to his banker).

2.5. The applicant argues, concerning claims 4 and 20, that Alie does not teach the limitation , “ advising the importer’s bank of the agreed conditions and instructions for payment”. The examiner respectfully disagrees because Alie does teach this limitation (see paragraphs 0030-0031 and Fig.1 . The banking system, as analyzed above, includes the purchaser’s bank “27” and the I-COD Bank “26”, and this

banking system is in communication with the purchaser and receives advice/instructions for payment from the purchaser (see paragraphs 0043-0044).

2.6. The applicant argues, concerning claim 5, that Alie does not teach the limitation , " executing payment by the bank corresponding to the approval to pay". The examiner respectfully disagrees because Alie does teach this limitation (see paragraphs 0030-0031, Fig.1 and paragraph 0043) which teaches that on receiving instructions from purchaser to make payment the purchaser's bank "27" executes the payment).

2.7. The applicant argues, concerning claims 6, 12, 15 and 22, that Alie does not teach all the claimed elements because in Alie's scheme there is no place for the importer to approve, abate or waive fulfillment of conditions for payment. The examiner respectfully disagrees because in Alie the purchaser is in condition to approve, abate or waive fulfillment conditions of payment (see paragraph 0043 wherein the purchaser after receiving the shipment notification and related information/documents takes a decision to approve the payment and on receiving instructions from purchaser to make payment the banking system including the purchaser's bank "27" and I-COD bank executes the payment).

The applicant's arguments concerning claims 7,13,16, 23 are found not persuasive for similar reasons as given above in paragraph 2.7. See Figs. 1-4 which shows the structure and the workflow process of the Alie's system and method as what

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steps to be taken and when in executing the agreed global transaction between the purchaser and seller. All the shipping participants, that is the exporter, the importer, export brokerage, import brokerage, the banks and the information system web site "13", etc. all have roles to play and are responsible to carry out their individual responsibilities in completing the transaction

2.8. The applicant argues, concerning claims 11 and 21, that Alie does not disclose the limitation that " the status update is generated by the bank corresponding to the approval to pay". The examiner disagrees. As earlier analyzed, in Alie the bank corresponds to the banking system of the purchaser's bank "27" and the I-COD bank "26". Alie does teach that I-COD bank constituent of the Alie's banking system updating the status on receiving the payment (see paragraph 0044, " the I-COD website 115 transmits e-mail notification of the deposit to seller".).

In view of the foregoing, the rejection of claims 1-24 is sustainable as being anticipated by Alie.

2.9. The Applicant's arguments with respect to new claims 25-28 (see Remarks, page 13) have been considered but are moot in view of the new ground(s) of rejection necessitated due to new claims.

This is a Final action.

Double Patenting

3. The nonstatutory double patenting rejection is based on a judicially created doctrine grounded in public policy (a policy reflected in the statute) so as to prevent the unjustified or improper timewise extension of the "right to exclude" granted by a patent and to prevent possible harassment by multiple assignees. A nonstatutory obviousness-type double patenting rejection is appropriate where the conflicting claims are not identical, but at least one examined application claim is not patentably distinct from the reference claim(s) because the examined application claim is either anticipated by, or would have been obvious over, the reference claim(s). See, e.g., *In re Berg*, 140 F.3d 1428, 46 USPQ2d 1226 (Fed. Cir. 1998); *In re Goodman*, 11 F.3d 1046, 29 USPQ2d 2010 (Fed. Cir. 1993); *In re Longi*, 759 F.2d 887, 225 USPQ 645 (Fed. Cir. 1985); *In re Van Ornum*, 686 F.2d 937, 214 USPQ 761 (CCPA 1982); *In re Vogel*, 422 F.2d 438, 164 USPQ 619 (CCPA 1970); and *In re Thorington*, 418 F.2d 528, 163 USPQ 644 (CCPA 1969).

A timely filed terminal disclaimer in compliance with 37 CFR 1.321(c) or 1.321(d) may be used to overcome an actual or provisional rejection based on a nonstatutory double patenting ground provided the conflicting application or patent either is shown to be commonly owned with this application, or claims an invention made as a result of activities undertaken within the scope of a joint research agreement.

Effective January 1, 1994, a registered attorney or agent of record may sign a terminal disclaimer. A terminal disclaimer signed by the assignee must fully comply with 37 CFR 3.73(b).

Claims 1-2, 8-9, 14, 17, and 24 are provisionally rejected on the ground of nonstatutory obviousness-type double patenting as being unpatentable over claims 1,5,8-9,14, 16,22,24,32,37,38,3945, of copending Application No. 10/228,158. Although the conflicting claims are not identical, they are not patentably distinct from each other because they commonly include limitations such as, " setting authorizations for international shipment participants to enter, view and edit aspects of data that tracks the shipment leading to its delivery"

This is a provisional obviousness-type double patenting rejection because the conflicting claims have not in fact been patented.

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4. Examiner cites particular columns and line numbers in the references as applied to the claims below for the convenience of the applicant. Although the specified citations are representative of the teachings in the art and are applied to the specific limitations within the individual claim, other passages and figures may apply as well. It is respectfully requested that, in preparing responses, the applicant fully consider the references in entirety as potentially teaching all or part of the claimed invention, as well as the context of the passage as taught by the prior art or disclosed by the examiner.

Claim Rejections - 35 USC § 102

5. The following is a quotation of the appropriate paragraphs of 35 U.S.C. 102 that form the basis for the rejections under this section made in this Office action:

A person shall be entitled to a patent unless –

(e) the invention was described in (1) an application for patent, published under section 122(b), by another filed in the United States before the invention by the applicant for patent or (2) a patent granted on an application for patent by another filed in the United States before the invention by the applicant for patent, except that an international application filed under the treaty defined in section 351(a) shall have the effects for purposes of this subsection of an application filed in the United States only if the international application designated the United States and was published under Article 21(2) of such treaty in the English language.

Claims 1-24 are rejected under 35 U.S.C. 102(e) as being anticipated by Alie et al. (US Publication 2003/0040947 A1), hereinafter Alie..

Regarding claim 1, Alie teaches a computer-aided method of collaborating on the terms and conditions of shipment and sale, the creation of documents and the tracking of an international shipment of goods and approving payment from a credit facility or demand deposit account, the collaboration including an exporter, an importer and an importer's bank, the method including: setting authorizations for international shipment

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participants to enter, view and approve aspects of data that record conditions and instructions for payment from the importer to the exporter (Figs. 1 through 4 and paragraphs 0009-0013, 0024-0034 and 0041-0044 teach that an exporter and an importer enter into an agreement to sell and buy goods at an agreed price and international terms of sale and shipment wherein both the exporter and importer are authorized to enter all the necessary information/data/documents relating to price, description of goods, shipment information, etc. so and transmit the same to the other party, as required, for viewing and verifying leading to payment and delivery of goods),

track progress of the international shipment participants toward meeting the conditions for payment, and allow the importer to electronically approve payment to the exporter by the importer's bank from the credit facility or demand deposit account; receiving agreed conditions and instructions for payment; receiving documentation from the exporter or exporter's agent corresponding to fulfillment of the agreed conditions for payment, without need for bank evaluation of the documentation; electronically initiating an approval to pay following evaluation by the importer or the importer's agent that the conditions for payment have been fulfilled, modified or waived, the approval to pay corresponding to the instructions for payment; and receiving a status update confirming payment of the exporter (see Figs 1 through 4 and paragraphs 0009-0013, 0024-0034 and 0041-0044. The tracking system "45" in combination with the information system website "13" and the shipment order system " 38" track the progress electronically of both the exporter and the importer towards meeting the conditions of delivery of goods to the importer from the exporter and approval of payment from the importer to transmit

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it to the exporter without the banks having to evaluate the documentation. Alie does disclose a provision for an importer's approval to pay (see paragraphs 0042-0044. Paragraph 0042 teaches sending a notification about shipment information to the purchaser (importer in global transactions) and paragraph 0043 discloses that on receiving the shipment information the purchaser (importer) provides the payment instructions to the banking system which is made up of the purchaser's bank "27" and I-COD Bank "26": .)

Regarding claims 2-3, Alie discloses that the shipment participants are authorized to view images of documents (see paragraphs 0025-0026 which disclose that all the necessary information/data/documentation relating to order/terms and conditions of sale and shipment are communicated electronically among the shipping participants , that is the exporter, the importer, respective brokerages and banks in order to complete the transaction, which implies that the import brokerage and the purchaser are authorized to view and review the shipping documents both manually or via Internet (see paragraphs 0035, " *Such an alternative action can include, but is not limited to, logging onto the Internet site of the information system 13 wherein the Internet site include a web page requesting that the package be held pending receipt of payment. The web page can also include shipping information, such as export and import information allowing export and import clearance of the package.* ", and 0038, "*Submission of the flag is preferably accompanied by an electronic notification sent to the purchaser 17 by the shipment order system 38 or the information system 13. The electronic notification contains information such as identification of the shipment as I-COD, a brief description of the goods, the value of the goods in the package, a message*

stating that payment must be made before final delivery is made, and may contain a hyperlink to the I-COD web site 13 for additional information and a password to log on to the web site.”,)

wherein the participants are authorized to log on to the web site by using a password to view the shipping information.) and including sending draft conditions and instructions for payment to the exporter (see Figs 1 through 4 and paragraphs 0009-0013, 0024-0034 and 0041-0044 disclose sellers and purchasers agreeing to predefined terms and conditions, see paragraph 0009. The claim's language is directed to sending conditions and instructions with the intended use for enabling payment to the exporter and Alie does teach this limitation [0041-0043 wherein in paragraph 0041 the purchaser by logging on to a seller's web site agrees to certain terms and conditions for relating to shipment and payment terms and this agreement implies sending draft conditions for the transaction and then on receipt of shipment notification the purchaser sends instruction for payment to his banker]).

Regarding claims 4-5, Alie teaches advising the importer's bank of the agreed conditions and instructions for payment and the payment is executed by the bank, corresponding to the approval to pay (see Figs 1-4, paragraphs 0009-0010 and 0030-0031. Purchaser's bank "27" approves the payment only after receiving that the exporter has shipped the goods and the goods have reached a pre-defined location. The banking system, as analyzed above, includes the purchaser's bank "27" and the I-COD Bank "26", and this banking system is in communication with the purchaser and receives advice/instructions for payment from the purchaser and on receiving

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instructions from purchaser to make payment the banking system ("27" and "26") executes the payment [see paragraphs 0043-0044]).

Regarding claims 6, Alie discloses that the method of claim 1, further including exposing to view by the international shipment participants status tracking information regarding establishment of the conditions and instructions for payment, the documentation of fulfillment and the approval of fulfillment, or the abatement or waiver of the conditions for payment (see Figs 1 through 4 and paragraphs 0009-0013, 0024-0034 and 0041-0044. The tracking system "45" in combination with the information system website "13" and the shipment order system " 38" track the progress electronically and all the shipping participants that is the exporter, the importer, respective brokerages and banks receive and view the necessary data /information/documentation in order to complete the transaction.)

Regarding claim 7, Alie discloses that the exposed status information identifies, for particular roles, whether the particular roles are responsible to carry out a next step in the establishment of the conditions and instructions for payment; the documentation of fulfillment; and the approval of fulfillment, or the abatement or waiver of the conditions for payment (see Figs 1 through 4 and paragraphs 0009-0013, 0024-0034 and 0041-0044 disclose that all the shipping participants, that is the exporter, the importer, export brokerage, import brokerage, the

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banks and the information system web site "13", etc. all have roles to play and are responsible to carry out their individual responsibilities in completing the transaction).

Regarding claims 8-24, their limitations are closely parallel to the limitations already covered in claims 1-7 and are therefore analyzed and rejected on the basis of same rationale. As regards to claims 8 and 21, the bank corresponds to the banking system of the purchaser's bank "27" and the I-COD bank "26". Alie teaches that I-COD bank constituent of the Alie's banking system updating the status on receiving the payment (see paragraph 0044, " the I-COD website 115 transmits e-mail notification of the deposit to seller".).

Claim Rejections - 35 USC § 103

6. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

This application currently names joint inventors. In considering patentability of the claims under 35 U.S.C. 103(a), the examiner presumes that the subject matter of the various claims was commonly owned at the time any inventions covered therein were made absent any evidence to the contrary. Applicant is advised of the obligation under 37 CFR 1.56 to point out the inventor and invention dates of each claim that was not commonly owned at the time a later invention was made in order for the examiner to

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consider the applicability of 35 U.S.C. 103(c) and potential 35 U.S.C. 102(e), (f) or (g) prior art under 35 U.S.C. 103(a).

Claims 25-28 are rejected under 35 U.S.C. 103(a) as being unpatentable over Alie further in view of Arazi et al. (US 20060173693 A1), hereinafter Arazi.

Regarding claim 25, Alie teaches all the limitations of claims 1, as analyzed above. Alie further teaches conducting an international transaction involving shipments from exporters to importers (see at least paragraphs 0012, 0036 and 0041) which will inherently involve exchange of shipping documents and invoices. Alie does not explicitly disclose selecting the payment terms as per INCO terms. However, in the same filed of endeavor, that is import-export transactions, Arazi teaches (see at least paragraphs 0007, 0406, Figs 51-52) that import-export transactions are governed by 13 INCO terms to define the standard terms of delivery/shipment such as DDP (Delivery duty paid), CIF (Cost, insurance and freight included) to avoid any misunderstandings between the importer and exporters while agreeing to prices and payments based upon these standard delivery/shipping terms. In view of Arazi, it would be obvious to one of an ordinary skilled in the art to use INCO terms in Alie's method and system of international transactions because it would remove uncertainties of different interpretations while conducting global selling and purchasing transactions as stated in Arazi.

Regarding claims 26-28, their limitations are analyzed and rejected based on the same rationale as used for claim 25.

Conclusion

7. The prior art made of record and not relied upon is considered pertinent to applicant's disclosure

(i) US Patent 7,155,409 to Stroh discloses a trade finance method useful in international selling and purchasing transactions by using a pre-payment draft which is first executed by the buyer and transmitted to the seller before release of goods and this prepayment draft is dormant till it is activated by an event agreeable to the buyer (see at least Abstract and col.16, line 25-col.19, line 7). Stroh also teaches using INCO terms in the international transactions to avoid disputes (see col.19, line 61-col.20, line 15 and col.23, line 64-col.24, line 3).

8. Applicant's amendment necessitated the new ground(s) of rejection presented in this Office action. Accordingly, **THIS ACTION IS MADE FINAL**. See MPEP § 706.07(a). Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire **THREE MONTHS** from the mailing date of this action. In the event a first reply is filed within **TWO MONTHS** of the mailing date of this final action and the advisory action is not mailed until after the end of the **THREE-MONTH** shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of

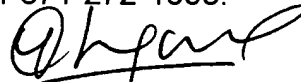
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the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the date of this final action.

Any inquiry concerning this communication or earlier communications from the examiner should be directed to Yogesh C. Garg whose telephone number is 571-272-6756. The examiner can normally be reached on Increased Flex.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Jeffrey A. Smith can be reached on 571-272-6763. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.


Yogesh C Garg
Primary Examiner
Art Unit 3625

YCG
3/27/2007